

**Heritage at Norwood a/k/a Senior Care Foundation and Laura Fisher and 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council**

**Heritage at Norwood a/k/a Senior Care Foundation and Healthcare Housekeeping Services, Inc. a/k/a Healthcare Group Services, Inc.<sup>1</sup> and Laura Ortiz and 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council**

**Healthcare Group Services, Inc. and Shirlito Curan and 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council.** Cases 22-CA-21003, 22-CA-21008, 22-CA-21005, 22-CA-21094(1), 22-CA-21004, and 22-CA-21094(2)

September 30, 1996

### DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING  
AND HIGGINS

On February 1, 1996, pursuant to charges filed by the Union, 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council (1115), and by three individuals, the General Counsel of the National Labor Relations Board issued an order consolidating cases, consolidated complaint and notice of hearing against Respondent Heritage at Norwood a/k/a Senior Care Foundation (Respondent Heritage) and Respondent Healthcare Group Services, Inc. (Respondent Healthcare). The complaint alleged that the Respondents have violated Section 8(a)(5) and (1) of the National Labor Relations Act by refusing the Union's request to bargain following 1115's certification in Case 22-RC-10857 as the certified exclusive bargaining representative of employees in three appropriate bargaining units and by refusing to provide 1115 with requested bargaining information. (Official notice is taken of the "record" in the representation proceeding as defined in the Board's Rules and Regulations, Secs. 102.68 and 102.69(g); *Frontier Hotel*, 265 NLRB 343 (1982).) The complaint also alleged that the Respondents have violated Section 8(a)(2) and (1) of the Act by continuing to recognize District 6, International Union of Industrial, Service, Transportation and Health Employees (District 6) as the unit employees' bargaining representative, by maintaining and enforcing a collective-bargaining agreement with District 6 covering the unit employees, and by continuing to deduct dues

from the wages of these employees and remitting the dues to District 6.

Respondent Heritage filed its answer on February 20, 1996; Respondent Healthcare filed its answer on February 14, 1996. The Respondents' answers admitted in part and denied in part the allegations in the complaint.

On March 22, 1996, the General Counsel filed with the Board a Motion for Summary Judgment and Memorandum in Support, with exhibits attached. On March 25, 1996, the Board issued an order transferring the proceeding to itself and Notice to Show Cause why the General Counsel's motion should not be granted. Thereafter, Respondent Heritage filed an Opposition to Motion for Summary Judgment In Reply to Notice to Show Cause.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

### Ruling on Motion for Summary Judgment

In the Respondents' answers and in Respondent Heritage's response, the Respondents attack the validity of 1115's certification. The Respondents assert that the Regional Director improperly directed an election during a period when an existing collective-bargaining agreement with District 6 barred 1115's election petition. In addition, Respondent Heritage claims that 1115 engaged in objectionable conduct on the day of the election, and Respondent Healthcare denies that it and Respondent Heritage are joint employers of the employees in one of the bargaining units at issue.

It is well settled that in the absence of newly discovered and previously unavailable evidence or special circumstances, a respondent in a proceeding alleging a violation of Section 8(a)(5) is not entitled to relitigate issues that were or could have been litigated in a prior representation proceeding. See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941); Secs. 102.67(f) and 102.69(c) of the Board's Rules and Regulations. All of the aforementioned issues raised by the Respondents were or could have been litigated in the prior representation proceeding, Case 22-RC-10857. The Respondents do not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor do they allege any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondents have not raised any representation issue that is properly litigable in this unfair labor practice proceeding.<sup>2</sup>

<sup>1</sup> We have amended the caption to reflect the fact that "Healthcare Housekeeping Services," one of the two employers involved in the underlying representation proceeding, is also referred to in the instant unfair labor practice proceeding as "Healthcare Group Services, Inc."

<sup>2</sup> The Respondents deny the factual allegation, underlying the complaint's allegation of 8(a)(2) violations, that District 6 does not represent a majority of employees in any of the three bargaining units. The tally of ballots and certification of 1115 in Case 22-RC-10857

*Continued*

With respect to the complaint's 8(a)(5) and (2) allegations, Respondent Heritage denies in its answer that it has failed to recognize and bargain with 1115, and that it has refused to furnish 1115 with bargaining information requested by it. Respondent Healthcare denies in its answer that 1115 requested it to bargain and to provide bargaining information, and that the Respondent refused to bargain and to provide requested information. Respondent Healthcare also denies the factual allegations that it has continued to recognize District 6, maintained and enforced a contract with District 6, and continued to deduct dues from the wages of unit employees and to remit them to District 6.

It is clear from Respondent Heritage's response to the Notice to Show Cause that its denials are premised on a continuing challenge to the validity of 1115's certification. Similarly, position statements dated February 1 and March 13, 1996, filed with the Region by Respondent Healthcare, and attached by the General Counsel to the Motion for Summary Judgment, make it clear Respondent Healthcare is following the lead of Respondent Heritage in testing 1115's certification. In any event, all allegations regarding 1115's requests to bargain, the Respondents' refusals to bargain, 1115's requests for information, the Respondents' refusals to provide this information, and the Respondents' continued recognition of, maintenance of a contract with, and deduction of dues for District 6, after the Board certified 1115 as bargaining representative in the three employee units, are supported by the documentary evidence attached to the Motion for Summary Judgment. The Respondents have not disputed the authenticity of that evidence in response to the Notice to Show Cause. The uncontroverted evidence in the attachments supports the denied allegations, which we deem to be true. See, e.g., *Terrace Gardens Plaza*, 315 NLRB 749 (1994), and *Biewer Wisconsin Sawmill*, 306 NLRB 732 (1992).

Both Respondents also deny the complaint's allegation that the information requested by 1115 is necessary for, and relevant to, 1115's performance of its duties as the exclusive collective-bargaining representative of unit employees. With the exception of social security numbers, the information requested on its face has a direct relationship to employees' terms and conditions of employment and/or to the negotiation, administration, and enforcement of a collective-bargaining agreement. The Respondents' bare denial of the presumptive relevance of such information is insufficient to bar summary judgment. The Board has held, however, that social security numbers are not presumptively relevant. *Sea-Jet Trucking Corp.*, 304 NLRB 67

is conclusive proof of this allegation. The Respondents' denials are part of their attempt to relitigate the underlying representation proceeding.

(1991). In granting summary judgment, we will not order the Respondent to furnish this information.<sup>3</sup>

Accordingly, we grant the Motion for Summary Judgment.

On the entire record, the Board makes the following

## FINDINGS OF FACT

### I. JURISDICTION

Respondent Heritage, a corporation, operates a nursing home facility in Norwood, New Jersey, which provides in-patient care for the elderly and infirm. During the 12 months preceding the issuance of the complaint, Respondent Heritage, in conducting its business operations, derived gross revenues in excess of \$100,000. It purchased and received at its Norwood facility products, goods, and services valued in excess of \$50,000 directly from points outside the State of New Jersey.

Respondent Healthcare, a corporation with headquarters in Warminster, Pennsylvania, provides housekeeping and laundry services to healthcare institutions, including Respondent Heritage at its Norwood facility. During the 12 months preceding the issuance of the complaint, Respondent Healthcare performed services valued in excess of \$50,000 in States other than the State of New Jersey.

We find that Respondents Healthcare and Heritage are employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that 1115 and District 6 are labor organizations within the meaning of Section 2(5) of the Act.

### II. THE ALLEGED UNFAIR LABOR PRACTICES

#### A. The Certification

Following the elections held on April 20, 1995,<sup>4</sup> the Board certified 1115 on August 22 as the exclusive collective-bargaining representative for the employees in the following appropriate units:

#### Unit 1

All service and maintenance employees including dietary employees, employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc., at its Norwood, New Jersey facility, excluding all housekeeping employees, laundry employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards, and supervisors as defined in the Act.

<sup>3</sup> Chairman Gould concurs with the result concerning the furnishing of social security numbers and will take a close look at this issue in future cases.

<sup>4</sup> All dates are 1995, unless otherwise stated.

*Unit 2*

All laundry employees employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc., and Healthcare Housekeeping Services as joint employers at the Heritage at Norwood's Norwood, New Jersey facility, excluding all service and maintenance employees, dietary employees, housekeeping employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

*Unit 3*

All housekeeping employees employed by Healthcare Housekeeping Services at Heritage at Norwood a/k/a Senior Care Foundation, Inc.'s, Norwood, New Jersey location, excluding all service and maintenance employees, dietary employees, laundry employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

The Union continues to be the exclusive representative under Section 9(a) of the Act of the employees in these three bargaining units. At all material times, Respondent Heritage and Respondent Healthcare have been joint employers of the employees in unit 2.

*B. Refusal to Bargain; Continued Recognition of District 6*

By letters dated September 5 and October 24, 1115 requested that Respondent Heritage bargain collectively with it as the exclusive bargaining representative of unit 1 employees, that Respondent Heritage and Respondent Healthcare bargain collectively with it as the exclusive bargaining representative of unit 2 employees, and that Respondent Healthcare bargain collectively with it as the exclusive bargaining representative of unit 3 employees. By those same letters, 1115 requested specific information about each unit's employees. With the exception of social security numbers, the information requested by 1115 was necessary for, and relevant to, performance of its duties as the exclusive collective-bargaining representative of each unit.

Since about November 2, Respondent Heritage has failed to recognize and bargain with 1115 as the exclusive collective-bargaining representative of units 1 and 2. Since about November 2, Respondent Heritage has failed and refused to furnish the relevant bargaining information requested by 1115. Since about September 5, Respondent Healthcare has failed to recognize and bargain with 1115 as the exclusive collective-bargaining representative of units 2 and 3. Since about Sep-

tember 5, Respondent Healthcare has failed and refused to furnish the relevant bargaining information requested by 1115.

Since about August 22, Respondent Heritage has continued to recognize District 6 as the exclusive collective-bargaining representative of units 1 and 2, even though the Board certified on that date that 1115 represents a majority of employees in those units and District 6 does not,<sup>5</sup> has maintained and enforced a collective-bargaining agreement with District 6 for employees in those units, has continued to deduct dues from their wages, and has remitted the dues to District 6. Since about August 22, Respondent Healthcare has continued to recognize District 6 as the exclusive collective-bargaining representative of units 2 and 3, even though the Board certified on that date that 1115 represents a majority of employees in those units and District 6 does not, has maintained and enforced a collective-bargaining agreement with District 6 for employees in those units, has continued to deduct dues from their wages, and has remitted the dues to District 6.

We find that the refusal to recognize, bargain with, and provide requested bargaining information to 1115 violated Section 8(a)(5) and (1) of the Act. We further find that the continued recognition of District 6, maintenance and enforcement of a collective-bargaining agreement with that union, and continued deduction and remittance of dues to it violated Section 8(a)(2) and (1) of the Act.

CONCLUSIONS OF LAW

By refusing to recognize and bargain with 1115 as the exclusive collective-bargaining representative of employees in the appropriate units, and by refusing to provide requested bargaining information to 1115, Respondents Heritage and Healthcare have engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

By continuing to recognize District 6 after 1115's certifications as the exclusive bargaining representative of employees in the appropriate units, and by thereafter maintaining and enforcing the collective-bargaining agreement with District 6 and withholding and remit-

<sup>5</sup> The complaint alleges that any continuation of the Respondent's bargaining relationship with District 6 was unlawful after April 20, the date of the Board election. The Board holds, however, that "an incumbent union is entitled to be treated as the employees' bargaining representative until a final determination is made that the union is no longer the employees' representative." *W. A. Krueger Co.*, 299 NLRB 914, 916 (1990). The determinative date in this case is August 22, the date of the Board's certification of 1115 as the exclusive bargaining representative of the Respondents' employees in the three appropriate bargaining units.

Member Higgins notes that no party has challenged the validity of *Krueger* or its application to the facts of this case. In the absence of such a challenge, Member Higgins agrees with his colleagues that the 8(a)(2) violation dates from August 22.

ting to District 6 dues from unit employees' pay, the Respondents have engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(2) and (1) and Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondents have violated Section 8(a)(5), (2), and (1) of the Act, we shall order them to cease and desist from these unfair labor practices, to withdraw recognition from District 6, to cease enforcing its collective-bargaining agreement with that union, to cease deducting and remitting dues from the wages of unit employees to District 6, and to return all unlawfully deducted dues to the employees, with interest as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), from whom they were withheld. We shall also order the Respondents to recognize and bargain on request with 1115 and, if an understanding is reached, to embody the understanding in a signed agreement. The Respondents shall also be required to furnish the information, other than employee social security numbers, previously requested by 1115.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by the law, we shall construe the initial period of the certification as beginning on the date that the Respondents begin to bargain in good faith with 1115. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); *Lamar Hotel*, 140 NLRB 226, 229 (1962), *enfd.* 328 F.2d 600 (5th Cir. 1964), *cert. denied* 379 U.S. 817 (1964); *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), *enfd.* 350 F.2d 57 (10th Cir. 1965).<sup>6</sup>

#### ORDER

The National Labor Relations Board orders that:

A. Respondent Heritage at Norwood a/k/a Senior Care Foundation, Norwood, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council as the exclusive collective-bargaining representative of employees in the appropriate bargaining units.

(b) Refusing to provide 1115 with requested information that is relevant to 1115's duties as exclusive collective-bargaining representative of unit employees.

(c) Recognizing District 6, International Union of Industrial, Service, Transportation and Health Employees as the exclusive collective-bargaining representative of employees in bargaining units represented by 1115.

<sup>6</sup> We deny the General Counsel's request for an award of litigation expenses incurred by the General Counsel and 1115 in this proceeding. The Respondent's defenses were not clearly frivolous within the meaning of *Frontier Hotel & Casino*, 318 NLRB 857 (1995).

(d) Maintaining and enforcing a collective-bargaining agreement with District 6 for employees in bargaining units represented by 1115.

(e) Deducting and remitting to District 6 dues from the wages of employees in bargaining units represented by 1115.

(f) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with 1115 as the exclusive representative of the employees in the following appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

#### Unit 1

All service and maintenance employees including dietary employees, employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc., at its Norwood, New Jersey facility, excluding all housekeeping employees, laundry employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards, and supervisors as defined in the Act.

(b) As a joint employer with Healthcare Housekeeping Services, on request, bargain with 1115 as the exclusive representative of the employees in the following appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

#### Unit 2

All laundry employees employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc. and Healthcare Housekeeping Services as joint employers at the Heritage at Norwood's Norwood, New Jersey facility, excluding all service and maintenance employees, dietary employees, housekeeping employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

(c) Provide 1115 with the bargaining unit information, other than employee social security numbers, that it requested by letters dated September 5 and October 24, 1995.

(d) Return, with interest, all dues unlawfully deducted from unit employees' wages.

(e) Preserve and, within 14 days of a request, make available to the Board or its agents for examination

and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of unlawfully deducted dues to be returned under the terms of this Order.

(f) Within 14 days after service by the Region, post at the facility in Norwood, New Jersey, copies of the attached notice marked "Appendix A."<sup>7</sup> Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representatives, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent involved shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 7, 1995.

(g) Within 21 days after service by the Region, the Respondent shall file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

B. Respondent Healthcare Housekeeping Services, Inc. a/k/a Healthcare Group Services, Inc., Warminster, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council as the exclusive collective-bargaining representative of employees in the appropriate units.

(b) Refusing to provide 1115 with requested information that is relevant to 1115's duties as exclusive collective-bargaining representative of unit employees.

(c) Recognizing District 6, International Union of Industrial, Service, Transportation and Health Employees as the exclusive collective-bargaining representative of employees in bargaining units represented by 1115.

(d) Maintaining and enforcing a collective-bargaining agreement with District 6 for employees in bargaining units represented by 1115.

(e) Deducting and remitting to District 6 dues from the wages of employees in bargaining units represented by 1115.

<sup>7</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(f) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) As a joint employer with Heritage at Norwood a/k/a Senior Care Foundation, Inc., on request, bargain with 1115 as the exclusive representative of the employees in the following appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

*Unit 2*

All laundry employees employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc. and Healthcare Housekeeping Services as joint employers at the Heritage at Norwood's Norwood, New Jersey facility, excluding all service and maintenance employees, dietary employees, housekeeping employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

(b) On request, bargain with 1115 as the exclusive representative of the employees in the following appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

*Unit 3*

All housekeeping employees employed by Healthcare Housekeeping Services at Heritage at Norwood a/k/a Senior Care Foundation, Inc.'s, Norwood, New Jersey location, excluding all service and maintenance employees, dietary employees, laundry employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

(c) Provide 1115 with the bargaining unit information, other than employee social security numbers, that it requested by letters dated September 5 and October 24, 1995.

(d) Return, with interest, all dues unlawfully deducted from unit employees' wages.

(e) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of unlawfully deducted dues to be returned under the terms of this Order.

(f) Within 14 days after service by the Region, post at the facility in Norwood, New Jersey, copies of the attached notice marked "Appendix B."<sup>8</sup> Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representatives, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent involved shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 7, 1995.

(g) Within 21 days after service by the Region, the Respondent shall file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

#### APPENDIX A

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain with 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council, as the exclusive collective-bargaining representative of the employees in the bargaining units described below.

WE WILL NOT refuse to provide 1115 with requested information that is relevant to 1115's duties as exclusive collective-bargaining representative of unit employees.

WE WILL NOT continue to recognize District 6, International Union of Industrial, Service, Transportation and Health Employees as the exclusive collective-bargaining representative of the employees in the bargaining units represented by 1115, WE WILL NOT enforce the collective-bargaining agreement with District 6 for employees in those units, and WE WILL NOT deduct and remit to District 6 dues from the wages of employees in those units.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with 1115 and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following bargaining unit:

#### Unit 1

All service and maintenance employees including dietary employees, employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc., at its Norwood, New Jersey facility, excluding all housekeeping employees, laundry employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards, and supervisors as defined in the Act.

WE WILL, as a joint employer with Healthcare Housekeeping Services, on request, bargain with 1115 and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following bargaining unit:

#### Unit 2

All laundry employees employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc. and Healthcare Housekeeping Services as joint employers at the Heritage at Norwood's Norwood, New Jersey facility, excluding all service and maintenance employees, dietary employees, housekeeping employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

WE WILL provide 1115 with the bargaining unit information, other than employee social security numbers, that it requested by letters dated September 5 and October 24, 1995.

WE WILL return, with interest, all dues unlawfully deducted from unit employees' wages.

HERITAGE AT NORWOOD A/K/A SENIOR  
CARE FOUNDATION

#### APPENDIX B

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

<sup>8</sup> See fn. 7, supra.

WE WILL NOT refuse to bargain with 1115 and Service Employees Union New Jersey A, a Division of 1115 District Council, as the exclusive collective-bargaining representative of the employees in the bargaining units described below.

WE WILL NOT refuse to provide 1115 with requested information that is relevant to 1115's duties as exclusive collective-bargaining representative of unit employees.

WE WILL NOT continue to recognize District 6, International Union of Industrial, Service, Transportation and Health Employees as the exclusive collective-bargaining representative of the employees in the bargaining units represented by 1115, WE WILL NOT enforce the collective-bargaining agreement with District 6 for employees in those units, and WE WILL NOT deduct and remit to District 6 dues from the wages of employees in those units.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, as a joint employer with Heritage at Norwood a/k/a Senior Care Foundation, Inc., on request, bargain with 1115 and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following bargaining unit:

#### *Unit 2*

All laundry employees employed by Heritage at Norwood a/k/a Senior Care Foundation, Inc. and Healthcare Housekeeping Services as joint employers at the Heritage at Norwood's Norwood, New Jersey facility, excluding all service and

maintenance employees, dietary employees, housekeeping employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

WE WILL, on request, bargain with 1115 and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following bargaining unit:

#### *Unit 3*

All housekeeping employees employed by Healthcare Housekeeping Services at Heritage at Norwood a/k/a Senior Care Foundation, Inc.'s, Norwood, New Jersey location, excluding all service and maintenance employees, dietary employees, laundry employees, registered nurses, licensed practical nurses, recreation aides, cooks, drivers, nurse aide team leaders, clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act.

WE WILL provide 1115 with the bargaining unit information, other than employee social security numbers, that it requested by letters dated September 5 and October 24, 1995.

WE WILL return, with interest, all dues unlawfully deducted from unit employees' wages.

HEALTHCARE HOUSEKEEPING SERVICES,  
INC. A/K/A HEALTHCARE GROUP SERVICES, INC.